REMARKS

In the subject office action, the Examiner rejected

a) claims 1-4, 6, 8-13, 15-20 and 22-24 under 35 USC 102(b) as being fully anticipated by Teper et al (USP 5,815,665), and

b) claims 5, 7, 14 and 21 under 35 USC 103 based on Teper in view of Strandberg

Applicants respectfully disagree, and traverse the Examiner's rejections below.

Rejections under 35 USC 102(b)

Claim 1

Claim 1 recites in pertinent part the limitation of "receiving a request from a client to access a subscribed online service of a subscriber at an online service provider, said request comprising a globally unique identifier (GUID) of the subscriber (underline added)". As set forth in the discussion to follow, Teper failed to teach at least this required limitation.

In accordance with the plain meaning of the language, the limitation requires the request to access a subscribed online service to include a GUID of the user (hereafter the "***request1***" limitation).

First of all, it is well settled that terms of a claim, unless specifically defined otherwise by the specification, are to be accorded their plain meaning, as the terms are understood by those of ordinary skill in the art.

The term "GUID" is a well-known term of art, among those of ordinary skill. Below is an excerpt of the definition from the well-known website Webopedia

> Short for *Globally Unique Identifier*, a unique 128-bit number that is produced ... to identify a particular component, application, file, database entry, and/or user. For instance, a

> Web site may generate a GUID and assign it to a user's browser to record and track the session. A GUID is also used ... to identify COM DLLs. ... Windows also identifies user accounts by a username (computer/domain and username) and assigns it a GUID. Some database administrators even will use GUIDs as primary key values in databases.
>
> GUIDs can be created in a number of ways, but usually they are a combination of a few unique settings based on specific point in time (e.g., an IP address, network MAC address, clock date/time, etc.).

Because IP address, network MAC address, and so forth, especially when combined with clock date/time, will for all practical purposes be always unique, across all systems, and all services, worldwide, a GUID provides unique identification across ALL systems and ALL services.

In other words, if online services like AOL, Yahoo, MSN, eTrade, etc. were to use GUID to identify their subscribers, the GUID not only uniquely identify the user among all other users within the respectively communities, but across all service communities. However, that's not case. As a person can take another person's "unique identifier" for e.g. AOL, and use it as the person's own "unique identifier" in e.g. Yahoo. Thus, it is clear, the term "unique identifier" as it is commonly understood by those of ordinary skill is "unique identification" within a system, a service or a community, NOT across ALL systems, ALL services and ALL communities.

Since Teper did not use the term of art "GUID", but the conventional term of "unique id", Applicants respectfully submit that, without more, the Examiner is overreaching, in equating Teper's usage of the term "unique identifier" with the term of art of "GUID".

As Applicant responded last time, even if we assume arguendo that Teper's notion of "unique ID" can be read as being synonymous with the term "GUID" recited in claim 1, Teper nevertheless failed to teach the "***request1***" limitation.

Fundamentally, Teper teaches a method that involves first authenticating a user before permitting access to service. The process of authentication is described

e.g. from col. 9, line 25 – col. 11, line 33, and the process of accessing service is described e.g. from col. 11, line 34 – col, 13, line 10.

In particular, starting in col. 11, line 33, Teper describes "This request may be in the form of a message from the client application 42 to the server application 52 ... the SP site uses the anonymous session ID ... to ask the Online Broker 60 to bill the user".

Accordingly, Teper at best can be read as having taught "requesting a service with the service comprising an anonymous session ID", and not the required "***request1***" of claim 1, which is required to comprise the GUID.

Teper disclosed inclusion of the "unique ID" with the "negotiate" message (col . 9, lines 50-55. However, the "negotiate" message cannot be read as "a request to access a subscribed online service at an online service provider". The reason being under Teper, the subscribed online services of a subscriber are not made known to an online service provider until a user is authenticated. See col. 11, lines 15-20.

Accordingly, as asserted earlier, Teper failed to teach at least the first required limitation of "receiving a request to access a subscribed online service" operation, where "the request comprises the GUID of the subscriber".

Therefore, Claim 1 is patentable over Teper.

Claims 11 and 18 include the same "***request1***" limitation of claim 1, accordingly, for at least the same reasons, claims 11 and 18 are patentable over Teper.

Claims 2-4, 6, 8-10, 12-13, 15-17, 19-20, and 22-24 depend on claims 1, 11, or 18, incorporating its limitations. Accordingly, for at least the same reasons, claims 2-4, 6, 8-10, 12-13, 15-17, 19-20, and 22-24 are patentable over Teper.

Additionally, dependent claims 2-19, 12-17 and 19-24 are further patentable over Teper because of the respective additional limitations required.

For examples, claims 2, 12 and 19 are further patentable over Teper, because Teper failed to teach the required "receiving of a request for roaming capability" as well as "the request comprising an email address" (hereinafter "***request2***").

In paragraph 2 of the rejection, the Examiner continued to assert that Teper teaches "roaming capability" because the Examiner interprets the term to mean "access to online service is being made available to more than one user, due to Applicants' disclosure in page 11, 3rd paragraph of the specification.

Again, the Examiner's interpretation is totally contrary to the plain meaning of the passage referenced, as well as other passages that expand on the meaning of term "roaming". The reference passage recites

> "one or more users may access one or more online services without regard for a particular client, i.e., roaming capability is provided to the one or more users allowing the access and utilization of one or more services from any client in any location"

Applicants submit no one ordinarily skilled in the art would read and understand the language to mean "the meaning" the Examiner attributed to this passage. Instead, person ordinarily skilled in the art would clearly understand "roaming" to mean a user being able to access the one or more service from any client in any location, especially in view of other complementary usages of the term throughout the specification, such as the discussion running from the last paragraph of page 13 through the second full paragraph of page 14.

In the "response to argument" section, the Examiner appears to agree with Applicant's asserted proper interpretation of the term "roaming". However, the cited passage of 7:40-65 and 8:1-20 in no way renders claims 2, 12 and 19 unpatentable.

Applicant agrees with the Examiner that the referenced passages teach a user's ability to access the same services from different locations, therefore teaches 'roaming'. However, whether Teper teaches "roaming" is not the totality of the patentability issue of claims 2, 12, and 19. These claims require the "roaming" capability to be provided with the user having to transmit a ***request*** for the capability. Moreover, the ***request*** is required to include an email address for the service to effectuate the roaming ability. The cited reference passages provide for "seamless" access from anywhere, with no teaching or suggestion of any required action on the user' part. Accordingly, required ***request2*** to invoke roaming service is neither taught nor suggested by Teper.

Claims 3, 13 and 20 are also further patentable over Teper, because Teper failed to teach the required limitation of "said facilitating comprises sending an email, including the GUID associated with the subscriber, to the email address". The limitation does not merely recites transmission of email. It requires the employment of an email having the GUID, sent to an email address associated with a "roaming capability" to make possible roaming for the user ("said facilitating comprises").

Col. 9, lines 55-57 merely teach sending billing statements to a user via email. In the cases of col. 10, lines 51-57 and col. 3, lines 14-16, neither contain any teaching that has anything to do with email, and certainly not the recited required use of the email.

Again, Applicants draw the Examiner's to the fact that the issue is not just whether Temper teaches transmission of email with a GUID. The issue is whether Temper teaches or suggests a "roaming" provision method that requires the access process to include an operation of the service that sends an email with the user's GUID to enable the user to access the service from another location.

Applicants respectfully submit the required limitation is not taught nor suggested.

Claims 5, 14 and 21 are also further patentable over Teper, because Teper failed to teach the required limitation of "said facilitating comprises sending an email with an uniform resource locator (URL) of the online service provider to the email address". The limitation does not merely recite sending either an email or a URL. Instead the limitation clearly recites require "the transmission of an email with the URL of the service provider to make possible roaming ("said facilitating comprises")".

Col. 9, lines 38-46 may have disclosed URL of a service provider, but col. 9, lines 55-57 merely disclosed "emailing the billing statement" to the subscriber. There is no teaching in Teper on "emailing the URL of the service provider". In particular, there is no teaching in Teper on "emailing the URL of the service provider" to enable roaming.

As to claim 8, it depends on claim 7. Applicant does not understand how claim 8 can be rejected under 35 USC 102(b) as being anticipated, while claim 7 has to be rejected under 35 USC 103 for being obvious requiring Teper to be read at least in view of Strandberg.

Rejections under 35 USC 103

Claims 5, 7, 14 and 21 all depend on either claims 1, 11 and 18, incorporating its limitations. Strandberg does not remedy the above-discussed deficiency of Teper. Therefore, claims 5, 7, 14 and 21 are patentable over Teper even when combined with Standberg.

Nonetheless, even though the Examiner consider the emailing of the service provider's URL is moot in view of the new reliance on Standberg, Applicants

respectfully draw the Examiner's to the fact that the issue is not just whether Teper teaches transmission of email with the service provider's URL. The issue is whether Temper teaches or suggests the operation of "transmission of email with the service provider's URL" be employed as part of a "roaming" provision method to enable the user to access the service from another location.

Applicants respectfully submit the required is limitation is not taught nor suggested by the cited references.

Conclusion

In view of the foregoing, Applicants respectfully submit that claims 1-24 are all in condition for allowance, and early issuance of the Notice of Allowance is respectfully requested.

Please charge any shortages and credit any overages to Deposit Account No. 500393.

Respectfully submitted,
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